shall be printed but once upon the ballot"; and in the party column where his name is not printed shall be printed "see —— column"; and to vote a "straight ticket" on such a party column, a mark shall be placed not only at the head of the column, but also opposite the place where such candidate's name is actually printed. *Held*, that the law is unconstitutional. *In the Matter of Hopper*, 46 N. Y. L. J. 221 (N. Y. Ct. App., Oct., 1911). See NOTES, p. 176.

CORPORATIONS — DISSOLUTION — DEVOLUTION OF REAL PROPERTY. — A social corporation not organized for profit purchased land and occupied it for seven years, when its activity ceased. The surviving trustee occupied it until the expiration of the corporation's charter. Then the heirs of the grantor, having acquired the rights of the other trustees in addition to their own, entered. The surviving trustee brought suit for partition. The members of the corporation at the time of its dissolution and their heirs intervened. *Held*, that the land should go to the members and heirs of members of the corporation at the time of its dissolution. *McAlhany* v. *Murray*, 71 S. E. 1025 (S. C.).

The rule set forth in Coke on Littleton, 13 *b*, that upon the dissolution of a corporation its realty reverts to the grantor is inapplicable to business or municipal corporations, or to social corporations in which the members have a pecuniary interest. *Bacon* v. *Robertson*, 18 How. (U. S.) 480; *Brookline Park Commissioners* v. *Armstrong*, 45 N. Y. 234; *Wilson* v. *Leary*, 120 N. C. 90, 26 S. E. 630. But innumerable *dicta* assert that it applies to charitable corporations. See *St. Philip's Church* v. *Zion Presbyterian Church*, 23 S. C. 297; *Mormon Church* v. *United States*, 136 U. S. 1, 47. Many text writers take Coke's view. See 1 BL. COMM. 484; 2 KENT COMM. 282, 307. And one decision sustains it. *Mott* v. *Danville Seminary*, 129 Ill. 403; 136 *id.* 289. But on the other hand, in the authorities which Coke cites as supporting his rule, only one *dictum* is to be found which warrants his general statement. See GRAY, RULE AGAINST PERPETUITIES, §§ 44–51 *a*. And the only English decision holds that the land escheats. *Johnson* v. *Norway*, Winch 37. This theory avoids the presentation to the grantor's heirs of undeserved wealth. It avoids also the objection under the statute of *Quia Emptores* to determinable fees. In South Carolina tenure exists, and the statute of *Quia Emptores* is not in force. See GRAY, RULE AGAINST PERPETUITIES, §§ 23, 27. Nevertheless land escheats to the state. 5 STAT. OF S. C., 1839, no. 1381, § 2; *City Council* v. *Lange*, 1 Mill (S. C.) 454. Hence this theory could apply. Nor is the principal case inconsistent with it, as the state is not a party to the suit.

CORPORATIONS — STOCKHOLDERS: INDIVIDUAL LIABILITY TO CORPORATION AND CREDITORS — NATURE OF LIABILITY IMPOSED BY STATUTE. — A statute imposed a double liability on stockholders of business corporations. A holder of debenture bonds sued a stockholder under this statute sixteen years after the corporation became insolvent. *Held*, that the cause of action is based on an implied contract, and is barred by the Statute of Limitations. *Little* v. *Kohn*, 185 Fed. 295 (Circ. Ct., E. D. Pa.).

A debt created by statute is considered a specialty debt, and the Statute of Limitations in question applied only to contracts without specialty. 2 PURDON'S DIG. (Pa.), 13 ed., 2282. But the liability in the principal case may be regarded as contractual or statutory. By consenting to become a stockholder a promise to assume the statutory liability may be implied. The courts recognize the dual nature of the liability. The constitutional provision against impairing the obligation of contracts applies. *Hawthorne* v. *Calef*, 2 Wall. (U. S.) 10. But on the other hand, in a recent case a married woman without capacity to contract was held as on a statutory liability. *Smathers* v. *Western Carolina Bank*, 71 S. E. 345 (N. C.). These cases were rightly decided, but on

a given point the liability should be consistently regarded as either contractual or statutory. On the point involved in the present case the decisions of the United States Supreme Court are in some confusion. *Carrol* v. *Green*, 92 U. S. 509; *Platt* v. *Wilmot*, 193 U. S. 602, 24 Sup. Ct. 542. The courts in general are divided. *Hancock National Bank* v. *Farnum*, 20 R. I. 466; *Cork & Bandon Ry. Co.* v. *Goode*, 13 C. B. 826; *Hawkins* v. *Furnace Co.*, 40 Oh. St. 507. The result reached in the principal case seems satisfactory and in accord with the principle that the extraordinary liability should not be imposed beyond the clear provisions of the statute. See *Gray* v. *Coffin*, 9 Cush. (Mass.) 192. It is supported by the weight of authority. It seems to be settled, however, that the double liability imposed by the National Banking Act is statutory. *McClaine* v. *Rankin*, 197 U. S. 154, 25 Sup. Ct. 410. See 18 HARV. L. REV. 620.

COVENANTS OF TITLE — COVENANT AGAINST ENCUMBRANCES AND COVENANT OF WARRANTY — WHETHER BROKEN BY TRESPASS. — A. sold growing timber to B. He then sold the land, on which the timber was growing, to C., and gave a full warranty deed. C. recorded his deed and thus deprived B. of any right in the trees. Nevertheless B. entered and cut them. C. sued A. for breach of warranty. *Held*, that C. can recover. *Thomas* v. *West*, 116 Pac. 1074 (Wash.).

The court placed its decision on the ground that the covenant against encumbrances was broken as soon as made, and that the covenant for quiet enjoyment was broken by a trespass, induced by the grantor. Clearly there is no merit in the first reason, for there was no encumbrance, *i. e.*, no "charge upon the land which would compel the grantee to pay money to relieve it." See *Redmon* v. *Phœnix Fire Ins. Co.*, 51 Wis. 292, 300, 8 N. W. 226, 229. *Cf. Marple* v. *Scott*, 41 Ill. 50, 61; *Wilkins* v. *Irvine*, 33 Oh. St. 138. The second point turns on the question whether the grantor can be said to have induced the first grantee to commit the trespass. For it is settled that a trespass by a third person is not a breach of the covenant for quiet enjoyment. *Hayes* v. *Bickerstaff*, Vaugh. 118. And, on the other hand, a trespass by the grantor or his agents is such a breach. *Seaman & Browning's Case*, 1 Leon. 157. Neither on principles of agency nor on the weight of authority should the grantor be held responsible for such acts of trespass as in the principal case. *Lamb* v. *Willis*, 125 N. Y. App. Div. 183, 109 N. Y. Supp. 75. To hold otherwise is to confuse a *causa sine qua non* with a legal cause.

CRIMINAL LAW — TRIAL — WAIVER OF USUAL PROCEDURE. — After all the evidence was in, one of the jurors was changed, and all the jurors were then sworn. The only evidence presented to these jurors was the reading of the testimony which had been taken before the original jurors. The accused consented to these proceedings. *Held*, that the conviction is illegal. *People* v. *Toledo*, 72 N. Y. Misc. 635, 130 N. Y. Supp. 440. See NOTES, p. 179.

DECEIT — GENERAL REQUISITES AND DEFENSES — LOSS OF DISPUTED CLAIM AS DAMAGE. — The plaintiff was induced by the misrepresentations of the defendant's agent to compromise for a small sum her claim against the defendant. The charge of the trial court required the plaintiff to prove only facts sufficient to warrant a reasonable belief in herself and the defendant that the claim was just. *Held*, that the charge should have required the plaintiff to prove that her claim was valid. *Urtz* v. *New York Central & H. R. R. Co.*, 95 N. E. 711 (N. Y.).

The damages in deceit should at least equal the loss incurred by the plaintiff. *Krumm* v. *Beach*, 96 N. Y. 398; *Smith* v. *Bolles*, 132 U. S. 125, 10 Sup. Ct. 39. The loss of a disputed claim has been recognized by the New York court as legal damage. *Gould* v. *Cayuga County National Bank*, 99 N. Y. 333, 2 N. E. 16. In estimating its value it would seem impracticable and contrary to